



Policy 3.9 Gift Agreements

Responsible Official: VP for Development & University Relations

Administering Division/Department: Gifts

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Overview

Preparing a gift agreement will be an iterative process involving the development office, leadership of the unit receiving the gift, the appropriate Executive Vice President, and the donor. It shall be the responsibility of each Vice President for Development to work with development officers, academic leadership, and appropriate cabinet members to ensure that this process is undertaken in an open and well-communicated manner. In certain cases, the Office of General Counsel may be consulted as needed. The following policies and procedures shall guide this process.

Applicability

Under the following circumstances, a written gift agreement shall be used in order to outline the purpose of the gift and document the schedule of contributions:

- Any gift to create an endowment,
- Any gift to name any physical space (building, facility or portion thereof),
- Any gift to name an academic unit or program,
- All non-endowed (expendable) gifts of \$100,000 or more, or
- Any multi-year pledge that creates a new account or that establishes a specified program requiring criteria outside of normal administrative practice.

Policy Details

3.9.1 Use of Gift Agreements

Under the following circumstances, a written gift agreement shall be used in order to outline the purpose of the gift and document the schedule of contributions:

- Any gift to create an endowment,
- Any gift to name any physical space (building, facility or portion thereof),
- Any gift to name an academic unit or program,
- All non-endowed (expendable) gifts of \$100,000 or more, or
- Any multi-year pledge that creates a new account or that establishes a specified program requiring criteria outside of normal administrative practice.

3.9.2 Development of the Gift Agreement

All gift agreements are generated by the Office of the Senior Vice President for Development & Alumni Relations through either Health Sciences Development or University Programs Development and will follow a standardized university-wide format. Changes to the format may be allowed, subject to the review of the responsible Vice President for Development and approval by the Executive Vice President for Health Affairs or Provost as appropriate.

To initiate the process of generating a gift agreement, Development & Alumni Relations staff members and other Emory personnel complete the Emory University Gift Agreement Questionnaire. Gift Agreement Questionnaires are directed to the appropriate Vice President for Development to initiate the drafting of a formal Gift Agreement and the approval of the draft by all appropriate internal parties. Typically the donor will also review a draft after internal review.

3.9.3 Signature Approval

Signatures are to be obtained only after the document has been thoroughly reviewed by appropriate internal parties and by the donor in draft form. After the document is generally agreed upon, final gift agreements should be signed the donor(s) prior to obtaining the signatures of internal parties.

Gift agreements for *endowments* or *non-endowed gifts of \$100,000 or more* shall be signed by:

- the donor(s),
- the Dean or Director representing the unit receiving the gift,
- the Senior Vice President for Development & Alumni Relations or his or her designee (typically Vice President for Development in Health Sciences or University Programs)
- the Executive VP for Health Affairs or the Executive VP for Academic Affairs/Provost.

Gifts to *name an academic unit/program or facility/space within a facility*, as required by the Board of Trustees, will require final signature of the President after approval by the Board of Trustees.

Non-endowed (expendable) gifts less than \$100,000 or multi-year pledge may be committed to a gift agreement if it is preferable to do so for the donor and/or the unit. Such agreements shall be signed by:

- the donor(s)
- the Dean or Director of the unit receiving the gift, and
- the Vice President for Development in Health Sciences or University Programs.

3.9.4 Processing Signed Gift Agreements

Three original gift agreements will be generated in all cases by the appropriate Vice President for Development's administrative office. One signed original of the agreement will be provided to the donor, a second original shall be maintained in the files of the WHSC or University Programs Office of Development, as appropriate, and a third original shall be maintained in the files of the Office of Alumni & Development Records (ADR), where it will be digitally imaged and attached to the donor's record in ACE, the development database. Copies should be sent by ADR to the appropriate development officer, dean/director, business unit finance officer, and the Office of the Controller.

3.9.5 Additional Restricting Policies:

- The use of donated funds for a purpose other than stipulated by the donor is prohibited.
- Clauses in proposals, gift agreements or solicitations that discriminate in favor of or against any race, color, religion, nationality, sexual orientation, or national origin are prohibited, with the only exceptions being when such a restricted clause is consistent with Emory Affirmative Action policies.
- The terms of any gift should be as flexible as possible to permit the most productive use of the funds, while clearly stating the intent of the donor.
- Gifts that restrict or impede the work or scholarly activity of a faculty member, fellowship holder or student will not be accepted.
- No fellowship or scholarship gift will be accepted if the terms of the gift in any way include a commitment for the future acceptance, employment, or provision of funds to or for any specific student recipient.
- The donor of a gift may not serve on any committee involved in the final selection or evaluation of students or faculty members who will receive funds related to the gift.
- Preferences for relatives or descendants in the awarding of scholarships or in the use of donated funds are unacceptable.
- Gifts from any donor for a fellowship or scholarship made on the condition or with the understanding that the award will be made to a student of the donor's choice will not be accepted. Money received subject to such restrictions may be credited to a depository account within the University Office of Student Financial Aid, but will not be recorded as a gift to Emory University.

Related Links

- Current Version of This Policy: <http://policies.emory.edu/3.9>
- [DAR ACE Website](https://www.emory.edu/dar/DARIN/Staff%20Handbook/DAR%20Gift%20Agreement%20Policy%2006%202008.pdf)
(<https://www.emory.edu/dar/DARIN/Staff%20Handbook/DAR%20Gift%20Agreement%20Policy%2006%202008.pdf>)

Contact Information

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